

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

AMEER KHAN, an individual,

Plaintiff,

v.

CITY OF GARDEN GROVE, GARDEN  
GROVE POLICE DEPARTMENT,  
CORPORAL EDGAR VALENCIA,  
OFFICER ISAAC DAVILA, OFFICER  
TANNER DE PADUA, OFFICER RON  
REYES, OFFICER LEVI SILVA, and  
SERGEANT JOSHUA OLIVO, all sued in  
their individual capacities; and DOES 1-10,  
inclusive;,

Defendants.

Case No.: 8:22-cv-1827-WLH-AS

**PROTECTIVE ORDER PURSUANT  
TO STIPULATION (ECF 30)**

Action Filed: October 5, 2022

Pretrial Conference: 4/22/24

Trial Date: 5/7/24

Assigned to:

Hon. Wesley L. Hsu, District Judge  
Courtroom 9B (Los Angeles)

All Discovery Matters Referred to:

Hon. Autumn D. Spaeth, Magistrate  
Judge

1 Pursuant to the parties' stipulation (ECF 30), the Court hereby issues the  
2 following protective order:

3 **I. PURPOSES AND LIMITATIONS**

4 As the parties have represented that discovery in this action may involve  
5 production of confidential or private information for which special protection from  
6 public disclosure and from use for any purpose other than prosecuting or defending this  
7 litigation may be warranted, the parties request that the Court enter the following  
8 Protective Order. This Order does not confer blanket protections on all disclosures or  
9 responses to discovery. The protection it affords from public disclosure and use extends  
10 only to the limited information or items that are entitled to confidential treatment under  
11 the applicable legal principles. Further, as set forth in Section 13.3, below, this  
12 Protective Order does not entitle the parties to file confidential information under seal.  
13 Rather, when the parties seek permission from the court to file material under seal, the  
14 parties must comply with Civil Local Rule 79-5 and with any pertinent orders of  
15 District Judge Wesley L. Hsu and Magistrate Judge Autumn D. Spaeth. If any material  
16 disclosed or obtained in the course of the instant litigation is intended to be used for  
17 any purpose other than prosecuting or defending this litigation, the party seeking public  
18 disclosure or dissemination of such materials must first seek approval from the Court.

19 **II. GOOD CAUSE STATEMENT**

20 This action may involve confidential information pertaining to various records,  
21 including personnel records and law enforcement records, and perhaps other materials  
22 subject to privacy protections for which special protection from public disclosure and  
23 from use for any purpose other than the prosecution or defense of this action is  
24 warranted. Limiting disclosure of these documents to the context of this litigation as  
25 provided herein will, accordingly, further important law enforcement objectives and  
26 interests, including the safety of personnel and the public, as well as individual privacy  
27 rights of plaintiff, the individual defendants, and third parties. Such confidential  
28 materials and information may consist of, among other things, materials entitled to

1 privileges and/or protections under the following: *Sanchez v. City of Santa Ana*, 936  
2 F.2d 1027, 1033 (9<sup>th</sup> Cir. 1990); the Privacy Act of 1974, 5 U.S.C. § 552; Health  
3 Insurance Portability and Accountability Act of 1996 (HIPPA); and other decisional  
4 law relating to such provisions; and information otherwise generally unavailable to the  
5 public, or which may be privileged or otherwise protected from disclosure under  
6 federal statutes, principles of comity, court rules, case decisions, or common law.  
7 Defendants also contend that such confidential materials and information consist of  
8 materials entitled to the Official Information Privilege. Confidential information with  
9 respect to the Defendants may include but is not limited to: personnel files; internal  
10 investigative files and documents; email and written correspondence records; and  
11 policies and procedures that are kept from the public in the ordinary course of business,  
12 as well as other information that is not generally available to the public and is subject  
13 to the Official Information Privilege and other privileges.

14       Testimony taken at a deposition may be designated as Confidential by making a  
15 statement to that effect on the record at the deposition. Arrangements shall be made  
16 with the court reporter transcribing the deposition to separately bind such portions of  
17 the transcript containing information designated as Confidential, and to label such  
18 portions appropriately. Confidential photographs, video or audio footage obtained  
19 through the course of discovery or otherwise may not be used for any purpose other  
20 than litigating this lawsuit. The parties agree to refrain from directly or indirectly  
21 disclosing or publicly disseminating confidential deposition testimony, and/or  
22 photographs, video or audio footage obtained through the course of discovery or  
23 otherwise, specifically including, but not limited to, dissemination via billboard  
24 advertisements, print and online media organizations, or any other internet posting or  
25 social media. If any party intends to use such confidential materials for any purpose  
26 other than litigating this lawsuit, the party seeking public disclosure must follow the  
27 procedure set forth in Part VII *infra*.

28       In light of the nature of the claims and allegations in this case and the parties'

1 representations that discovery in this case may involve the production of confidential  
2 records, and to expedite the flow of information, to facilitate the prompt resolution of  
3 disputes over confidentiality of discovery materials, to adequately protect information  
4 the parties are entitled to keep confidential, to ensure that the parties are permitted  
5 reasonable necessary uses of such material in connection with this action, to address  
6 their handling of such material at the end of the litigation, and to serve the ends of  
7 justice, a protective order for such information is justified in this matter. The parties  
8 shall not designate any information/documents as confidential without a good faith  
9 belief that such information/documents have been maintained in a confidential, non-  
10 public manner, and that there is good cause or a compelling reason why it should not  
11 be part of the public record of this case.

### 12 **III. DEFINITIONS**

13 3.1 *Action*: this pending federal lawsuit, *Khan v. City Garden Grove, et al.*, Case  
14 No. 2:22-cv-01827-WLH-ADS.

15 3.2 *Challenging Party*: a Party or Non-Party that challenges the designation of  
16 information or items under this Order.

17 3.3. “CONFIDENTIAL” Information or Items: information or items (regardless  
18 of how it is generated, stored or maintained) or tangible things that qualify for  
19 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the  
20 Good Cause Statement.

21 3.4 *Counsel*: Outside Counsel of Record and House Counsel, including City  
22 Attorneys (as well as their support staff).

23 3.5 *Designating Party*: a Party or Non-Party that designates information or  
24 items that it produces in disclosures or in responses to discovery as  
25 “CONFIDENTIAL.”

26 3.6 *Disclosure or Discovery Material*: All items or information, regardless of  
27 the medium or manner in which it is generated, stored, or maintained (including, among  
28 other things, testimony, transcripts, and tangible things), that are produced or generated

1 in disclosures or responses to discovery in this matter.

2 3.7 *Expert*: a person with specialized knowledge or experience in a matter  
3 pertinent to the litigation who has been retained by a Party or its Counsel to serve as an  
4 expert witness or as a consultant in this Action.

5 3.8 *House Counsel*: attorneys who are employees of a party to this Action. House  
6 Counsel does not include Outside Counsel of Record or any other outside counsel.

7 3.9 *Non-Party*: any natural person, partnership, corporation, association, or other  
8 legal entity not named as a Party to this action.

9 3.10 *Outside Counsel of Record*: attorneys who are not employees of a party to  
10 this Action but are retained to represent or advise a party to this Action and have  
11 appeared in this Action on behalf of that party or are affiliated with a law firm which  
12 has appeared on behalf of that party, and includes support staff.

13 3.11 *Party*: any party to this Action, including all of its officers, directors,  
14 employees, consultants, retained experts, and Outside Counsel of Record (and their  
15 support staffs).

16 3.12 *Producing Party*: a Party or Non-Party that produces Disclosure or  
17 Discovery Material in this Action.

18 3.13 *Professional Vendors*: persons or entities that provide litigation support  
19 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
20 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
21 their employees and subcontractors.

22 3.14 *Protected Material*: any Disclosure or Discovery Material that is designated  
23 as “CONFIDENTIAL.”

24 3.15 *Receiving Party*: a Party or his / her / its Counsel to this litigation that  
25 receives the Protected Material defined above from a Producing Party.

## 26 **IV. SCOPE**

27 The protections conferred by this Order cover not only Protected Material (as  
28 defined above), but also (1) any information copied or extracted from Protected

1 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;  
 2 and (3) any deposition testimony, conversations, or presentations by Parties or their  
 3 Counsel that reveal Protected Material, other than during a court hearing or at trial.

4 Any use of Protected Material during a court hearing or at trial shall be governed  
 5 by the orders of the presiding judge. This Order does not govern the use of Protected  
 6 Material during a court hearing or at trial.

## 7 **V. DURATION**

8 Should this Action proceed to trial or to a determination on its merits via a  
 9 F.R.Cv.P. 56 motion, and in connection therewith any or all of the Protected Material  
 10 is offered as evidence, the Protected Material offered as evidence becomes public and  
 11 will be presumptively available to all members of the public, including the press, unless  
 12 compelling reasons supported by specific factual findings to proceed otherwise are  
 13 made to the trial judge in advance of the trial or hearing on any dispositive motion. *See*  
 14 *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180–81 (9th Cir. 2006)  
 15 (distinguishing “good cause” showing for sealing documents produced in discovery  
 16 from “compelling reasons” standard when merits-related documents are submitted as  
 17 part of court record).

18 Except for Protected Material offered in evidence as described in the preceding  
 19 paragraph, even after final disposition of this litigation the confidentiality obligations  
 20 imposed by this Order shall remain in effect until a Designating Party agrees otherwise  
 21 in writing, the confidential item or information has been de-designated in accordance  
 22 with Part VII *infra*, or a court order otherwise directs. Final disposition shall be deemed  
 23 to be the later of (1) dismissal of all claims and defenses in this Action, with or without  
 24 prejudice; and (2) final judgment herein after the completion and exhaustion of all  
 25 appeals, rehearing’s, remands, trials, or reviews of this Action, including the time limits  
 26 for filing any motions or applications for extension of time pursuant to applicable law.

## 27 **VI. DESIGNATING PROTECTED MATERIAL**

28 6.1 Exercise of Restraint and Care in Designating Material for Protection. Each

1 Party or Non-Party that designates information or items for protection under this Order  
2 must take care to limit any such designation to specific material that qualifies under the  
3 appropriate standards. The Designating Party must designate for protection only those  
4 parts of material, documents, items, or oral or written communications that qualify so  
5 that other portions of the material, documents, items, or communications for which  
6 protection is not warranted are not swept unjustifiably within the ambit of this Order.

7 Mass, indiscriminate, or routinized designations are prohibited. Designations  
8 that are shown to be clearly unjustified or that have been made for an improper purpose  
9 (e.g., to unnecessarily encumber the case development process or to impose  
10 unnecessary expenses and burdens on other parties) may expose the Designating Party  
11 to sanctions. If it comes to a Designating Party's attention that information or items  
12 that it designated for protection do not qualify for protection, that Designating Party  
13 must promptly notify all other Parties that it is withdrawing the inapplicable  
14 designation.

15 6.2 Manner and Timing of Designations. Except as otherwise provided in this  
16 Order (see, e.g., second paragraph of Section 6.2(a) below), or as otherwise stipulated  
17 or ordered, Disclosure or Discovery Material that qualifies for protection under this  
18 Order must be clearly so designated before the material is disclosed or produced.

19 Designation in conformity with this Order requires:

20 (a) for information in documentary form (e.g., paper or electronic documents,  
21 but excluding transcripts of depositions), that the Producing Party affix at a minimum,  
22 the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page  
23 that contains Protected Material. If only a portion or portions of the material on a page  
24 qualifies for protection, the Producing Party also must clearly identify the protected  
25 portion(s) (e.g., by making appropriate markings in the margins).

26 A Party or Non-Party that makes original documents available for inspection  
27 need not designate them for protection until after the inspecting Party has indicated  
28 which documents it would like copied and produced. During the inspection and before



1 the designation, all of the material made available for inspection shall be deemed  
2 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants  
3 copied and produced, the Producing Party must determine which documents, or  
4 portions thereof, qualify for protection under this Order. Then, before producing the  
5 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”  
6 to each page that contains Protected Material. If only a portion or portions of the  
7 material on a page qualifies for protection, the Producing Party also must clearly  
8 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

9 (b) for testimony given in depositions that the Designating Party identifies on  
10 the record, before the close of the deposition as protected testimony. Confidential  
11 photographs, video or audio footage taken at a deposition may not be used for any  
12 purpose other than litigating this lawsuit. The parties agree to refrain from directly or  
13 indirectly disclosing or publicly disseminating confidential deposition testimony,  
14 and/or photographs, video or audio footage obtained through the course of discovery  
15 or otherwise, specifically including, but not limited to, print and online media  
16 organizations, or any other internet posting or social media. If any party intends to use  
17 such materials for any purpose other than litigating this lawsuit, the party seeking  
18 public disclosure must first seek approval from the Court.

19 (c) for information produced in some form other than documentary and for any  
20 other tangible items, that the Producing Party affix in a prominent place on the exterior  
21 of the container or containers in which the information is stored the legend  
22 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
23 protection, the Producing Party, to the extent practicable, shall identify the protected  
24 portion(s).

25 (d) The legend “CONFIDENTIAL” shall be affixed to documents and other  
26 tangible items in a manner that does not obscure the information contained thereon.

27 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure  
28 to designate qualified information or items does not, standing alone, waive the



Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

7.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

7.2 In the event that counsel for a Party receiving Documents, Testimony or Information in discovery designated as "Confidential" objects to such designation with respect to any or all of such items ("Challenging Party"), pursuant to Local Rule 37-1 Challenging Party's counsel shall advise in writing counsel for the Designating Party of the specific Documents, Testimony or Information to which each objection pertains, and the specific reasons and support for Challenging Party's objections (the "Designation Objections"). Designating Party's Counsel shall have twenty (20) days from receipt of the written Designation Objections to either (a) agree in writing to de-designate Documents, Testimony or Information pursuant to any or all of the Designation Objections; or (b) confer in person or via video / telephone conference with Challenging Party's counsel to resolve the issue(s) without Court intervention. If the Designating Party does not either (a) agree in writing to de-designate Documents, Testimony or Information pursuant to any or all of the Designation Objections; or (b) agree to confer with Challenging Party's counsel within twenty (20) days of receipt of the Designation Objections, then the Designating Party shall be deemed to have waived any claim of confidentiality to which Designation Objections were asserted and thus, such items are no longer covered by the Protective Order.

7.3 If following the conference described in section 7.2, above, the parties are unable to resolve the issue(s) without Court intervention, then Designating Party's counsel shall commence preparation of a Local Rule 37-2 Stipulation. It shall be the responsibility of Designating Party to complete and file the Stipulation on a motion upholding the Designating Party's designation(s). Absent a written agreement between

the parties to alter or change the timing of the Stipulation's preparation, its preparation shall be governed by Local Rule 37-2.2. If the Stipulation and accompanying motion is not filed within 21 days of the conclusion of the Local Rule 37-1 conference (or at such later date as agreed to in writing by the parties' counsel) then the Designating Party shall be deemed to have waived any claim of confidentiality to which Designation Objections were asserted and thus, such items are no longer covered by the Protective Order. If the Stipulation and accompanying motion are timely filed, pending a resolution of the motion any and all existing designations on the Documents, Testimony or Information at issue in such motion shall remain in place. The Designating Party shall have the burden on any motion described in this section of establishing the applicability of its "Confidential" designation. In the event that the Designation Objections are neither timely agreed to nor timely addressed in a motion brought pursuant to this section, then such Documents, Testimony or Information shall be de-designated in accordance with the Designation Objection applicable to such material.

7.4 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

## **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

8.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving

1 Party must comply with the provisions of Section XIV below.

2 Protected Material must be stored and maintained by a Receiving Party at a  
3 location and in a secure manner that ensures that access is limited to the persons  
4 authorized under this Order.

5 8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
6 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
7 may disclose any information or item designated “CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
9 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
10 disclose the information for this Action;

11 (b) the officers, directors, councilmembers, insurers (including third party  
12 administrators), and employees (including House Counsel) of the Receiving Party to  
13 whom disclosure is reasonably necessary for this Action;

14 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure  
15 is reasonably necessary for this Action and who have agreed to be bound by this Order  
16 (see Exhibit A);

17 (d) the court and its personnel;

18 (e) court reporters and their staff;

19 (f) professional jury or trial consultants, mock jurors, and Professional Vendors  
20 to whom disclosure is reasonably necessary for this Action and who have agreed to be  
21 bound by this Order (see Exhibit A);

22 (g) the author or recipient of a document containing the information or a  
23 custodian or other person who otherwise possessed or knew the information;

24 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action  
25 to whom disclosure is reasonably necessary provided: (1) the deposing party secures  
26 the witness and his or her attorney’s agreement to be bound by this Order (see Exhibit  
27 A); and (2) they will not be permitted to keep any confidential information unless they  
28 agree to be bound this Order, unless otherwise agreed by the Designating Party or

ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

#### **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order unless prohibited by law;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission, or unless otherwise required by the law or court order. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

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**X. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION**

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If a Non-Party represented by counsel fails to commence the process called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the notice and accompanying information or fails contemporaneously to notify the Receiving Party that it has done so, the Receiving Party may produce the Non-Party’s confidential information responsive to the discovery request. If an unrepresented Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its

possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court unless otherwise required by the law or court order. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

#### **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to agree to the terms of this Order (see Exhibit A).

#### **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement into this Protective Order.

#### **XIII. MISCELLANEOUS**

13.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

13.2 Right to Assert Other Objections. No Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground



1 not addressed in this Protective Order. Similarly, no Party waives any right to object  
 2 on any ground to use in evidence of any of the material covered by this Protective  
 3 Order.

4 13.3 Filing Protected Material. A Party that seeks to file under seal any Protected  
 5 Material must comply with Civil Local Rule 79-5 and with any pertinent orders of the  
 6 assigned District Judge and Magistrate Judge. Protected Material may only be filed  
 7 under seal pursuant to a court order authorizing the sealing of the specific Protected  
 8 Material at issue. If a Party's request to file Protected Material under seal is denied by  
 9 the court, then the Receiving Party may file the information in the public record unless  
 10 otherwise instructed by the court.

#### 11 **XIV. FINAL DISPOSITION**

12 After the final disposition of this Action, as defined in Section V, within 60 days  
 13 of a written request by the Designating Party, each Receiving Party must return all  
 14 Protected Material to the Producing Party or destroy such material. As used in this  
 15 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
 16 summaries, and any other format reproducing or capturing any of the Protected  
 17 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
 18 must submit a written certification to the Producing Party (and, if not the same person  
 19 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
 20 category, where appropriate) all the Protected Material that was returned or destroyed  
 21 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
 22 compilations, summaries or any other format reproducing or capturing any of the  
 23 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
 24 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
 25 legal memoranda, correspondence, deposition and trial exhibits, expert reports,  
 26 attorney work product, and consultant and expert work product, even if such materials  
 27 contain Protected Material. Any such archival copies that contain or constitute  
 28 Protected Material remain subject to this Protective Order as set forth in Section V.



1 **XV. VIOLATION**

2 Any violation of the Order may be punished by any and all appropriate measures  
3 including, without limitation, contempt proceedings and/or monetary sanctions.

4 **IT IS SO ORDERED.**

5 DATED: October 19, 2023

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7 /s/ Autumn D. Spaeth  
8 **HON. AUTUMN D. SPAETH**  
9 United States Magistrate Judge  
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], counsel for [identify the party], declare under penalty of perjury that I gave [insert name] of [insert address] a copy of the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on \_\_\_\_\_ [date] in the case of \_\_\_\_\_ [insert formal case name and the numbers and initials assigned to it by the court]. I secured the agreement of [insert name] to be bound by all the terms of this Stipulated Protective Order, and further informed [insert name] that failure to so comply could expose [insert name] to sanctions and punishment in the nature of contempt. I further secured [insert name]'s agreement to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: \_\_\_\_\_

City and State where signed: \_\_\_\_\_

Printed name: \_\_\_\_\_, counsel for [insert party]

Signature: \_\_\_\_\_